

JOINT MOTION BY SUPERVISOR GLORIA MOLINA AND MICHAEL ANTONOVICH

AMENDMENT TO ITEM NO. 25

June 26, 2006

On April 18, 2006, the Board of Supervisors instructed the Chief Administrative Officer and the Sheriff to develop language for a Memorandum of Agreement (MOA) between the Board of Supervisors and Sheriff to specify how public safety personnel will be allocated for unincorporated areas. Residents of each of the unincorporated Communities must be assured that an adequate level of patrol and other law enforcement services are consistently provided and personnel are not shifted to other areas to meet other Sheriff responsibilities.

In order to expedite completion of a final MOA, and in order to increase accountability for these unincorporated residents, we have provided a Draft MOA to serve as a blueprint. The Board of Supervisors should request that the Sheriff immediately develop *Deployment of Personnel Forms* for each of the Unincorporated Communities specifying the number of deputies, patrol cars, supervisory support and other resources are necessary to achieve the *Scheduled Minutes* allotted to each Unincorporated Community in the June 1st 2006 *Los Angeles County Sheriff's Department Patrol Area Statistical Summary*. These *Deployment of Personnel Forms*,

along with a final MOA drafted by County Counsel, should be presented to the Board for final adoption on July 5, 2006, to govern the level of Sheriff services for each of the unincorporated Communities for fiscal year 2006-2007. The Sheriff should then be asked to perform Level I and Level II studies to determine the law enforcement needs of each Unincorporated Community, and develop new *Deployment of Personnel Forms* based upon that need, and available resources for the 2007-2008 fiscal years.

WE, THEREFORE, MOVE that the Board of Supervisors instruct County Counsel to present for adoption on July 5, 2006 a final MOA based upon the attached blueprint between the Board of Supervisors and the Sheriff, to govern the level of Sheriff services to be provided in each of the Unincorporated Communities. The Sheriff should be asked to present a specific *Deployment of Personnel Form* at a level of service necessary to meet the *Scheduled Minutes* allotted for each Unincorporated Community in the June 1, 2006 *LA County Sheriff's Department Patrol Area Statistical Summary*. The MOA and all of the *Deployment of Personnel Forms* will comprise the final MOA governing the deployment levels for 2006-2007.

WE, FURTHER, MOVE, that the Board of Supervisors ask the Sheriff to perform a Phase I study, an assessment of current and future patrol needs, taking into account current population and Part I and II crimes, and a Phase II study, which designs the deployment plan for each unincorporated community to fill that patrol need identified in Phase I, of each Unincorporated Community, to determine the staffing needs and to present the Board of Supervisors with amended *Deployment of Personnel Forms* for all the Unincorporated Communities for the 2007-2008 fiscal year. These studies should be completed and submitted to the Board of Supervisors in 180 days.

VS/sf

**MEMORANDUM OF AGREEMENT
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LOS ANGELES SHERIFF SHERIFF’S DEPARTMENT
& THE LOS ANGELES COUNTY BOARD OF SUPERVISORS**

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LOS ANGELES COUNTY BOARD OF SUPERVISORS -SHERIFF
UNINCORPORATED COMMUNITIES LAW ENFORCEMENT SERVICES
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, dated for purposes of reference only, July 1, 2006, is made by and between the SHERIFF OF LOS ANGELES COUNTY, hereinafter referred to as "Sheriff," and the LOS ANGELES COUNTY BOARD OF SUPERVISORS, hereinafter referred to as "Board".

RECITALS:

(a) The Board is desirous of contracting with the Sheriff for the performance of the law enforcement functions described herein by the Los Angeles County Sheriff's Department for all or any of the Unincorporated Communities within Los Angeles County.

(b) The Sheriff of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 MEMORANDUM OF AGREEMENT

1.1 The Sheriff agrees to provide general law enforcement services for all or any of the Unincorporated Communities of Los Angeles County to the extent and in the manner hereinafter set forth.

1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the Sheriff of Los Angeles under the Charter of the Sheriff and the statutes of the State of California, and under the municipal codes of the Board.

2.0 ADMINISTRATION OF PERSONNEL

2.1 During the term of this agreement, the Sheriff or his designee shall serve as Chief of Police of the Board and shall perform the functions of the Chief of Police at the direction of the Board.

2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the Sheriff.

2.3 In the event of a dispute between the parties to this MOA as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Board shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the Board.

2.4 With regard to sections 2.2 the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

2.5 As part of its compliance with all applicable laws and regulations relating to employee hiring, the Sheriff agrees that the Sheriff Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

3.1 General law enforcement services performed hereunder may include, if requested by the Board, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

3.2 Services performed hereunder and specifically requested by the Board shall be developed for each Unincorporated Community in conjunction with the Sheriff and indicated on Unincorporated Community Deployment of Personnel Form .

3.3 A initial Unincorporated Community Deployment of Personnel Form for all or any of the Unincorporated Communities shall be developed by the Sheriff at a deployment level that is not less than the Scheduled Minutes indicated on the Los Angeles Sheriff's Department Patrol Area Statistical Summary for June 1, 2006 for each Unincorporated Community, and each Unincorporated Community Deployment of Personnel Form shall presented for approval by the Board within fifteen days of execution of the Memorandum of Agreement.

3.4 The Sheriff shall conduct and complete Phase I and Phase II Law Enforcement studies to determine the law enforcement needs of each Unincorporated Community within 180 days of the execution of the Memorandum of Agreement and based upon said studies Sheriff shall provide Board for approval a recommended Deployment of

Personnel Form for all or any of the Unincorporated Communities for the 2007-2008 fiscal year, commencing July 1, 2007. Sheriff shall conduct supplemental law enforcement needs studies each year thereafter, and shall present Board an updated Deployment of Personnel Forms for each Unincorporated Community with their annual budget submittals.

3.5 The most recent dated and signed Deployment of Personnel Form for all or any of the Unincorporated Communities attached to this Memorandum of Agreement shall be the minimum staffing level in effect for each Unincorporated Community.

3.6 The Board is not limited to the foregoing services indicated but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

4.1 For the purpose of performing said functions, Sheriff shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the Board may provide additional resources for the Sheriff to utilize in performance of the services.

5.0 TERM OF CONTRACT

5.1 This Memorandum of Agreement shall be effective July 1, 2006 and shall remain in effect until terminated by mutual agreement of the parties.

6.0 ENTIRE AGREEMENT

6.1 This Agreement and Deployment of Personnel Forms attached hereto, constitute the complete and exclusive statement of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the Board and the Sheriff.

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**AGREEMENT BETWEEN
SHERIFF OF LOS ANGELES COUNTY
& THE LOS ANGELES COUNTY BOARD OF SUPERVISORS**

WITNESS WHEREOF, the Los Angeles Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the Board has caused this Agreement to be subscribed in its behalf by its authorized officer.

SHERIFF OF LOS ANGELES

By _____
Lee Baca
Sheriff, Los Angeles County

LOS ANGELES COUNTY
BOARD OF SUPERVISORS

By _____
Michael Antonovich
Mayor, Los Angeles County

ATTEST:
Sachi Hamai
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

ATTEST:

By _____
Board Clerk

By _____
Board Attorney

APPROVED AS TO FORM:

Gerry Hertzberg
Counsel

Principal Deputy Counsel